Company Tracking Number: IPO02, OPR01

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: IPO02, OPR01

Project Name/Number: Income Protection Rider; Overloan Protection Rider/L018

## Filing at a Glance

Company: Transamerica Life Insurance Company

Product Name: IPO02, OPR01 SERFF Tr Num: AEGB-127621939 State: Arkansas
TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved-State Tr Num: 49986

Adjustable Life Closed

Sub-TOI: L09I.001 Single Life Co Tr Num: IPO02, OPR01 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Author: Joanne Nolte Disposition Date: 10/12/2011

Date Submitted: 10/07/2011 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

### **General Information**

Project Name: Income Protection Rider; Overloan Protection Rider Status of Filing in Domicile: Pending

Project Number: L018 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Concurrently

Submitted

Explanation for Combination/Other:

Submission Type: New Submission

Market Type: Individual Individual Market Type:

Overall Rate Impact: Filing Status Changed: 10/12/2011

State Status Changed: 10/12/2011

Deemer Date: Created By: Joanne Nolte

Submitted By: Joanne Nolte

Corresponding Filing Tracking Number: TLIC: 30822720, 30822730, 30822760, 30822770,

3Y111310

Filing Description:

Commissioner of Insurance Arkansas Insurance Division Compliance - Life/Health 1200 West Third Street Little Rock, AR 72201-1904

Company Tracking Number: IPO02, OPR01

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: IPO02, OPR01

Project Name/Number: Income Protection Rider; Overloan Protection Rider/L018

Re: Transamerica Life Insurance Company NAIC #468-86231

Form Numbers:

IPO02 - Income Protection Option (a Fixed Settlement Endorsement)

OPR01 - Overloan Protection Rider

Dear Sir/Madam:

Please find attached copies of the above referenced forms. These are new forms and are not intended to replace any forms previously approved by your Department. These forms have been submitted in final printed form in which they will be distributed to the Insureds. These forms are subject to only minor modifications in paper size and stock, ink, border, Company logo, Company address, adaptation to computer printing, and Officers' signatures.

These riders will be used with policy forms IUL04 AR and IUL05 AR, which was previously approved by your Department on May 11, 2011.

Income Protection Option (a Fixed Settlement Endorsement) – This endorsement, when elected at issue, provides fixed monthly payments based on a guaranteed interest rate declared by the company, not to be less than 1%. The current rate of interest will be determined at the time of settlement, but will not be less than the company declared rate at the time of policy issue.

Overloan Protection Rider – This rider prevents the policy from lapsing due to excessive loans. If the rider is exercised while the conditions for exercise are met, the policy becomes a Reduced Paid Up policy guaranteed not to lapse.

Should you have any questions or need any additional information, please do not hesitate to contact me. Thank you.

Sincerely,

Joanne D. Nolte Policy Analyst Contract Development Ph: (515) 339-7519

Fax: 319-355-2501

Joanne.nolte@transamerica.com

# **Company and Contact**

Company Tracking Number: IPO02, OPR01

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: IPO02, OPR01

Project Name/Number: Income Protection Rider; Overloan Protection Rider/L018

### **Filing Contact Information**

Joanne Nolte, Analyst jnolte@aegonusa.com 4333 Edgewood Rd. NE 515-339-7519 [Phone] MS 2225 319-355-2501 [FAX]

Cedar Rapids, IA 52499

**Filing Company Information** 

Transamerica Life Insurance Company CoCode: 86231 State of Domicile: Iowa

4333 Edgewood Road, NE Group Code: 468 Company Type:
Cedar Rapids, IA 52499 Group Name: State ID Number:

(319) 355-7888 ext. [Phone] FEIN Number: 39-0989781

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## **Filing Fees**

Fee Required? Yes

Fee Amount: \$100.00

Retaliatory? No

Fee Explanation: \$50 per form x 2 forms = \$100

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Transamerica Life Insurance Company \$100.00 10/07/2011 52605583

Company Tracking Number: IPO02, OPR01

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: IPO02, OPR01

Project Name/Number: Income Protection Rider; Overloan Protection Rider/L018

# **Correspondence Summary**

### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	10/12/2011	10/12/2011

Company Tracking Number: IPO02, OPR01

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: IPO02, OPR01

Project Name/Number: Income Protection Rider; Overloan Protection Rider/L018

# **Disposition**

Disposition Date: 10/12/2011

Implementation Date:
Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: IPO02, OPR01

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: IPO02, OPR01

Project Name/Number: Income Protection Rider; Overloan Protection Rider/L018

Schedule	Schedule Item	Schedule Item Status Pub	lic Access
Supporting Document	Flesch Certification	Yes	
Supporting Document	Application	Yes	
Supporting Document	Health - Actuarial Justification	No	
Supporting Document	Outline of Coverage	No	
Supporting Document	Flesch Score	Yes	
Supporting Document	Actuarial materials	No	
Supporting Document	Statement of Variable Materials	Yes	
Form	Income Protection Option (a Fixed	Yes	
	Settlement Endorsement)		
Form	Overloan Protection Rider	Yes	

 SERFF Tracking Number:
 AEGB-127621939
 State:
 Arkansas

 Filing Company:
 Transamerica Life Insurance Company
 State Tracking Number:
 49986

Company Tracking Number: IPO02, OPR01

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: IPO02, OPR01

Project Name/Number: Income Protection Rider; Overloan Protection Rider/L018

### Form Schedule

**Lead Form Number: IPO02** 

Schedule Item Status	Form Number	Form Type Fo	orm Name	Action	Action Specific Data	Readability	Attachment
	IPO02	Amendmen Op t, Insert Ser	come Protection otion (a Fixed ottlement odorsement)	Initial		50.500	IPO02 (T).pdf
	OPR01	Certificate Over Amendmen Richt, Insert Page, Endorseme nt or Rider	verloan Protection der	Initial		50.300	OPR01 (T).pdf



Transamerica Life Insurance Company Home Office: Cedar Rapids, IA Administrative Office: [4333 Edgewood Rd NE Cedar Rapids, IA 52499] [(800) 238-4302]

(Referred to as the Company, we, our or us)

# INCOME PROTECTION OPTION (a Fixed Settlement Endorsement)

We have issued this endorsement as a part of the policy to which it is attached. Except as otherwise specifically set forth below, it is subject to all of the terms of the policy.

#### **Endorsement Benefit**

Upon the death of the Insured while this endorsement is in effect, we will pay the policy's death benefit in the manner stated below, instead of as set forth in the Base Policy. Prior to the Insured's death, you may cancel this endorsement or make policy changes that affect the amount of the Designated Payments.

This endorsement provides for the payment of all or a portion of the policy's death benefit in installments following the death of the Insured. The amounts, frequency and duration of such installments as of the effective date of this endorsement are stated in the Policy Data. The Beneficiary may not alter the payment plan you select.

#### **Definitions**

**Beneficiary** is the person(s) entitled to receive the death benefit on the death of the Insured under the terms of the policy.

**Base Policy** means the policy without regard to this endorsement and without regard to any riders or other endorsements.

**Designated Payment** means a payment or payments based on the Total Face Amount as designated by you. They are set forth in the Policy Data as:

- 1. An initial lump sum ("initial lump sum"); and/or
- Monthly payments for a Guaranteed Period ("fixed monthly payment"); and/or
- A final lump sum at the end of the Guaranteed Period ("final lump sum").

Designated Payment amounts shown in the Policy Data are based on the Total Face Amount as of the effective date of this endorsement. Total Face Amount may be adjusted due to policy changes. If this occurs, the Designated Payments will be adjusted. You may also request changes to the Designated Payments by sending us a Written Request. If we agree to your request the Designated Payments will be adjusted. Adjusted Designated Payments will be the amounts paid whether or not the Policy Data has been updated to reflect such adjustments.

Guaranteed Annual Interest Rate is the interest rate applicable to this endorsement and is shown in the Policy Data.

**Guaranteed Period** is the period in years during which the fixed monthly payments, if elected, will be paid. It is also the period in years before the final lump sum payment, if elected, will be paid. The Guaranteed Period begins on the Insured's date of death and is stated in the Policy Data.

**Insured** means the Insured under the policy to which this endorsement is attached. In the event the policy provides coverage on a joint and last survivor basis, references to Insured mean the survivor.

IPO02 Page 1

#### Total Face Amount means the sum of:

- 1. The Face Amount of the Base Policy; plus
- The amounts payable under any riders to the base policy on account of the death of the Insured, excluding riders providing benefits for accidental death.

# Payout of Designated Payments

Upon the Insured's death, we will pay the Designated Payments, adjusted as provided in this endorsement. If the policy's death benefit is greater than the Total Face Amount, the excess will be paid as a lump sum in addition to any initial lump sum payment amount. If the death benefit is less than the Total Face Amount, all Designated Payment amounts will be proportionately reduced.

- 1. We will pay any initial lump sum when we determine that the policy's death benefit is payable.
- Fixed monthly payments will be paid retroactively to the date of the Insured's death at the same time as the initial lump sum. Fixed monthly payments will continue thereafter for the remainder of the Guaranteed Period.
- 3. The final lump sum will be paid at the end of the Guaranteed Period.

# Adjustments to Total Face Amount

Total Face Amount is initially determined as of the effective date of this endorsement. Total Face Amount is recalculated as of the date of any policy change or other transaction that increases or decreases the prior Total Face Amount.

If the Total Face Amount is reduced as a result of an accelerated death benefit rider and/or living benefit rider claim payment, or due to any other change or transaction that results in a reduction of the Total Face Amount upon which the Designated Payments were based, then each Designated Payment will be proportionately reduced.

### Interest Adjustment to Designated Payments

At the time of the Insured's death, we will adjust the amount of the fixed monthly payments to reflect our then-current interest rate for a fixed monthly settlement option of the same type and for the same duration as the Guaranteed Period if that current rate is greater than the Guaranteed Annual Interest Rate. The interest rate applicable to fixed monthly payments will thereafter remain fixed through the Guaranteed Period.

We will adjust the final lump sum payment to reflect our current interest rate for benefits deposited with interest if that current rate is greater than the Guaranteed Annual Interest Rate. Adjustments to reflect the current interest rate will be made at the death of the Insured and during the Guaranteed Period, as the current rate for benefits deposited with interest may vary during that time. The interest rates used to determine the final lump sum will never be less than the Guaranteed Annual Interest Rate.

#### **Multiple Beneficiaries**

If multiple Beneficiaries are entitled to payment of the death benefit under the policy, this endorsement will apply to all Beneficiaries. Unless otherwise specified, each Designated Payment will be proportionately split among all Beneficiaries. If a proportionately split Designated Payment results in fixed monthly payments of less than \$50 per month for any person, we may change the payment frequency for that person.

### **Assignees and Estates**

Any death benefit amount payable to an assignee or an estate will be made in a lump sum, and if the remaining death benefit is less than the Total Face Amount the Designated Payments will be proportionately reduced.

IPO02 Page 2

### **Beneficiary Death**

After the Insured's death, a Beneficiary of a Designated Payment (other than the initial lump sum payment) may name one or more successor beneficiaries to receive remaining Designated Payments payable to such Beneficiary in the event of the Beneficiary's death.

If a Beneficiary dies prior to the due date of a Designated Payment, any successor beneficiary named will receive that payment and any remaining Designated Payments due to that Beneficiary. If more than one successor beneficiary is named, we will pay any remaining Designated Payments to the named successor beneficiaries proportionately unless the Beneficiary specified otherwise. If a successor beneficiary is not named (or if the named successor beneficiary predeceases the Beneficiary), we will pay the commuted value of the remaining Designated Payments to the Beneficiary's estate. The commuted value of the fixed monthly payments will be calculated at the greater of the Guaranteed Annual Interest Rate or the rate used in determining the fixed monthly payments. The commuted value of the final lump sum payment will be the portion of the Total Face Amount reflected in the final lump sum payment at the time of the Insured's death together with interest accrued under this endorsement to the date of the Beneficiary's death.

**Termination** 

Prior to the Insured's death, you may cancel this endorsement by sending us a Written Request.

Signed for us at our home office and effective on the Policy Date of the policy to which this endorsement is attached unless we inform you in writing of a different date.

Secretary

Craig D. Vermes

President

Frenda Clasey

IPO02 Page 3



Transamerica Life Insurance Company Home Office: Cedar Rapids, IA Administrative Office: [4333 Edgewood Rd NE] [Cedar Rapids, IA 52499] [(800) 238-4302]

(Referred to as the Company, we, our or us)

#### **OVERLOAN PROTECTION RIDER**

We have issued this rider as a part of the policy to which it is attached. Except as otherwise specifically set forth below, it is subject to all of the terms of the policy.

#### Rider Benefit

You may use this rider to prevent the policy from Lapsing in the event the policy meets the conditions below. If you exercise this benefit, the policy will become a paid-up policy as set forth below and will not Lapse. Benefits of this rider are subject to the provisions of the policy and this rider.

# **Exercising the Rider Benefit**

If you are eligible to elect paid-up insurance under the conditions of this rider, you may exercise the Rider Benefit by sending a Written Request to our Administrative Office. If the policy has entered a grace period, we will mail you a notice of eligibility and the following will apply:

- 1. We will mail the notice at least 31 days prior to the end of the grace period. Your Written Request must be postmarked by the end of the grace period and while the insured is alive.
- 2. If our notice is sent less than 31 days prior to the end of the grace period, your Written Request must be postmarked within 30 days of the date of your receipt of the notice and while the insured is alive.

#### Conditions

The following conditions must be met at the time we receive your Written Request to exercise the Rider Benefit:

- 1. The policy must have been In Force for at least 15 Policy Years.
- 2. The Insured must be at least Age 75, but not older than Age 120.
- 3. The sum of all withdrawals taken from the policy must not be less than the total premiums paid.
- 4. The Loan Balance must exceed the Face Amount of the policy.
- 5. There must be sufficient Policy Value to cover the charge for this rider. The Loan Balance must not exceed 99.9% of the Policy Value after deduction of the charge for this rider.
- Exercising the Rider Benefit must not cause the policy to violate the Guideline Premium Test under Section 7702 of the Internal Revenue Code, as amended, at any duration and must not cause the policy to become a Modified Endowment Contract under Section 7702A of the Internal Revenue Code, as amended.
- 7. The sum of the guideline level premiums, as defined for purposes of Section 7702 of the Internal Revenue Code, as amended, cannot become negative at any time.
- 8. The Death Benefit Option must be Level. If it is not, we will treat your Written Request as a request to change the Death Benefit Option to Level.

#### Charge for this Rider

There is no charge for this rider unless you choose to exercise the Rider Benefit.

If the Rider Benefit is exercised, we will assess a one-time charge. The one-time charge will be a percentage of the Policy Value as shown below, based on the Insured's Age as of the date the Rider Benefit is exercised.

OPR01 Page 1

Age	Percentage
75 - 90	5%
91	4%
92	3%
93	2%
94 -120	1%

# Rider Benefit

Effect of Exercising the Once the Rider Benefit has been exercised and the policy has become a paid-up policy, the following will apply:

- 1. The Face Amount of the paid-up policy will be the remaining Policy Value multiplied by the applicable Death Benefit Factor shown in the Policy Data for the Age of the Insured as of the date the Rider Benefit is exercised.
- 2. If your policy Death Benefit Option is not Level when we receive your Written Request to exercise the Rider Benefit, we will change the Death Benefit Option to Level when the Rider Benefit is exercised and change the Face Amount to the amount stated in paragraph 1.
- 3. All other riders attached to the policy will terminate.
- 4. All remaining Policy Value, not in the loan reserve, will be transferred to the Basic Interest Account.
- 5. Monthly Deductions and Index Account Monthly Charges will cease immediately upon our completion of the exercise of the Rider Benefit.
- 6. No further policy activity, including premium payments, withdrawals, surrenders, transfers, changes to the Death Benefit Option, or increases or decreases to the Face Amount, will be allowed.
- 7. No further loans will be allowed, but loan interest will continue to accrue and you may continue to repay any interest or principal.

Your election to exercise the Rider Benefit is irrevocable. When the Rider Benefit is exercised we will mail you a notice which outlines the effect on the policy.

#### Non-Convertible

This rider is not convertible.

#### Reinstatement

If the policy is reinstated, this rider may be reinstated at the same time.

#### Consideration

We have issued this rider in consideration of the application and payment of the premiums.

### No Dividends Are **Payable**

This rider does not participate in our profits or surplus.

### Nonforfeiture Value

This rider does not have cash values or loan values.

#### Termination

This rider will terminate on the earliest of the following dates or events:

- 1. The date the policy terminates;
- 2. The next Monthly Policy Date following the date you request termination of this rider;
- 3. The death of the Insured;
- 4. The date the policy is surrendered or continued under any nonforfeiture option:
- 5. The Policy Anniversary at the Insured's Age 121;
- 6. The date the policy becomes a Modified Endowment Contract under Section 7702A of the Internal Revenue Code, as amended.

OPR01 Page 2 Signed for us at our Administrative Office and effective on the Policy Date of the policy to which this rider Grenda Clasey is attached.

Craig D. Vermes

[Secretary]

[President]

OPR01 Page 3

Company Tracking Number: IPO02, OPR01

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: IPO02, OPR01

Project Name/Number: Income Protection Rider; Overloan Protection Rider/L018

## **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments: Attachments:

AR - Rule and Regulation 19.pdf

AR - Cert of Regulation 49.pdf

AR - Cert of Compliance 23-79-138.pdf

AR - Bulletin 11-83.pdf

AR - Cert of Regulation 34.pdf

Item Status: Status

Date:

Satisfied - Item: Application

**Comments:** 

These riders will be used with applications L 114 1207 AR which was approved by the AR DOI on January 7, 2008 and supplemental application SAIUL1208T which was approved June 4, 2009.

Item Status: Status

Date:

Bypassed - Item: Health - Actuarial Justification

Bypass Reason: N/A as this is a life filing.

Comments:

Item Status: Status

Date:

Bypassed - Item: Outline of Coverage
Bypass Reason: N/A as this is a life filing.

Comments:

Item Status: Status

Company Tracking Number: IPO02, OPR01

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: IPO02, OPR01

Project Name/Number: Income Protection Rider; Overloan Protection Rider/L018

Date:

Satisfied - Item: Flesch Score

Comments:
Attachment:
Flesch Score.pdf

Item Status: Status

Date:

Satisfied - Item: Actuarial materials

Comments: Attachments:

IPO02 Actuarial Memo.pdf OPR01\_ Demo\_100611.pdf

Item Status: Status

Date:

Satisfied - Item: Statement of Variable Materials

Comments: Attachment:

Statement of Variability.pdf

# RULE AND REGULATION 19 STATE OF ARKANSAS

Form Number: IPO02, OPR01

Date: September 23, 2011

I hereby certify that the accompanying life product is in compliance with Rule and Regulation 19.

Cheryl Bock

Cheryl Bock, Assist. Vice President Contract Development

## CERTIFICATION OF REGULATION 49 STATE OF ARKANSAS

Form Number: IPO02, OPR01

Date: September 23, 2011

This is submitted in Compliance with Regulation 49 of the Arkansas Insurance Code.

I hereby certify that the accompanying life product is in compliance with Regulation 49 in that a Life and Health Guaranty Association notice will be given to each policy owner at the time of issue.

Cheryl Bock

Cheryl Bock, Assist. Vice President Contract Development

# **CERTIFICATION OF ARKANSAS INSURANCE CODE** 23-79-138

Policy Number: IPO02, OPR01

Date: September 23, 2011

I hereby certify that the accompanying life product is in compliance with Arkansas Insurance Code 23-79-138.

Cheryl Bock

Digitally signed by CBock
DN: cn=CBock, c=US
Date: 2008.02.28 13:46:12
-06'00'

Cheryl Bock, Assistant Vice President, Contract Development

# BULLETIN 11-83 STATE OF ARKANSAS

Form Number: IPO02, OPR01

Date: September 23, 2011

I hereby certify that the accompanying life product is in compliance with Bulletin 11-83.

Cheryl Bock

Cheryl Bock, Assist. Vice President Contract Development

# **STATE OF ARKANSAS REGULATION 34**

Form Number: IPO02, OPR01

Date: September 23, 2011

We certify that to the best of our knowledge and belief, we are in compliance with Arkansas Rule and Regulation 34 regarding Universal Life products.

Cheryl Bock
DN: cn=CBock, c=US
Date: 2008.03.11 13:30:56
-05'00'

Cheryl Bock, Assistant Vice President Contract Development

### **FLESCH READABILITY CERTIFICATION**

Form Number (may vary by state)	Flesch Score
IPO02	50.5
OPR01	50.3

I certify that the machine scored Flesch Readability score(s) for the above mentioned form(s) is/are accurate.

Cheryl Bock

**Assistant Vice President** 

Cheryl Bock

9/30/11

Date

### STATEMENT OF VARIABILITY

# IPO02 – Income Protection Option (a Fixed Settlement Endorsement) OPR01 – Overloan Protection Rider

We have bracketed the variable items in these riders. No change in variability will be made which in any way expands the scope of the wording. We reserve the right to correct, at any time, any and all typographical errors that do not impact benefits or intent of language.

### <u>IPO02 – Income Protection Option (a Fixed Settlement Endorsement</u>

- 1. **Administrative Office** (page 1): This may change to another location in the future.
- 2. **Telephone Number** (page 1): This may change to another number in the future.
- 3. **Secretary and President Signatures** (page 3): These may change to new signatures in the future.

### **OPR01 – Overloan Protection Rider**

- 1. **Administrative Office** (page 1): This may change to another location in the future.
- 2. **Telephone Number** (page 1): This may change to another number in the future.
- 3. **Secretary and President Signatures** (page 3): These may change to new signatures in the future.